

## **MEMORANDUM OF UNDERSTANDING**

### **PALMER LAKE FIRE DEPARTMENT PROTECTIVE ASSOCIATION, COLORADO, AND THE TOWN OF PALMER LAKE, COLORADO**

This Memorandum of Understanding (“MOU”) is made this \_\_\_\_ day of May, 2022, by and between the members of the Palmer Lake Fire Department Protective Association, Colorado (“Association”) and Town of Palmer Lake, Colorado (“Town”). The Association and Town may be collectively referred to herein as the “Parties.”

#### **PURPOSE**

The purpose of the MOU is to formalize a cooperative relationship between the Parties for the purpose of use of property in Palmer Lake. Upon any dissatisfaction with the agreed maintenance or a change of Association leadership, this arrangement shall be reviewed by the Town of Palmer Lake staff for recommendation to the Town Board of Trustees.

#### **ASSOCIATION RESPONSIBILITY**

The Association agrees to allow Town use of the property described as **LOTS 24, 25 & 26 INC BLK C PALMER LAKE AMD FIL**, parcel 7105309035 of approximately 8625 square feet without maintenance or liability to said property.

#### **TOWN RESPONSIBILITY**

The Town agrees to waive fees for the Association to utilize Town Hall each calendar for scheduled events. This does not waive the process to review special events by Town staff and approval by the Board of Trustees, with the exclusion of the damage deposit.

#### **INDEMNIFICATION**

The Association and the Town, to the extent allowed by law, shall at all times indemnify and hold harmless the other Party against all actions, claims, demands, costs, damages and expenses of any kind which may be brought or made against the other party, or which the Association or Town may pay or incur including reasonable attorney’s fees, by reason of the negligent performance or failure to perform, any of the obligations and duties of the Association or Town, its employees, members or agents, under the provisions of this agreement. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

#### **TERMINATION**

This agreement may be terminated at any time by either the Town Board of the Town of Palmer Lake and the Association President of the Palmer Lake Fire Department Protective Association, Palmer Lake, Colorado with a written notice of thirty days.

**NOTICES**

All notices or other communications to the Parties shall either be personally delivered or be sent by email, to the addresses set forth below or to any other address which the Parties may substitute in writing upon provision of such notice as provided herein.

**To the Association:** Attn: President  
Palmer Lake Fire Department Protective Association  
PO Box 1491  
Palmer Lake CO 80133  
[schauer.co1999@gmail.com](mailto:schauer.co1999@gmail.com)

**To the Town:** Attn: Town Administrator / Clerk  
Town of Palmer Lake  
PO Box 208  
Palmer Lake, CO 80133  
[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**PALMER LAKE FIRE DEPARTMENT PROTECTIVE ASSOCIATION, COLORADO**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Association Member

**TOWN OF PALMER LAKE, COLORADO**

By: \_\_\_\_\_  
Mayor Bill Bass

Attest: \_\_\_\_\_  
Town Administrator / Clerk